

EXHIBIT 90



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January 14, 2020

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VIA OVERNIGHT DELIVERY and
TELECOPY (203) 794-1135 and
EMAIL (kj@legacyproperties.com and
bn@legacyproperties.com)

Diamante Cabo San Lucas S. DE R.L. DE C.V.
c/o Kenneth A. Jowdy, General Administrator
Boulevard Diamante s/n Col Los Cangrejos
Carretera Cabo San Lucas a Todos Santos Km 6.8
Cabo San Lucas B.C.S., C.P. 23463
Attention: Mr. Kenneth Jowdy

Diamante Cabo San Lucas S. DE R.L. DE C.V.
c/o William J. Najam, Jr.
131 Deer Hill Avenue, Suite B
Danbury, CT 06810
Attention: Mr. William J. Najam, Jr.

RE: That certain loan (the “**Loan**”) now held by Danske Bank, A/S London Bank, the London branch of a company incorporated in Denmark (“**Danske**”) to Diamante Cabo San Lucas S. DE R.L. DE C.V., a Mexican limited liability company with variable capital, (“**Borrower**”) and the additional Borrower Parties (collectively, “**Borrower Parties**”) described on Schedule 1 to the Third Amended and Restated Loan Agreement dated April 29, 2014 (as amended, the “**Loan Agreement**”) (the Loan Agreement and all documents described on Exhibit A attached hereto, the “**Loan Documents**”), which Loan is secured by that certain resort project located in the City of Cabo San Lucas, Baja, California, Sur Mexico (the “**Property**”).

DECLARATION OF DEFAULT AND FORBEARANCE

Dear Messrs. Jowdy and Najam:

On behalf of Danske, this letter is to memorialize that an **EVENT OF DEFAULT** has occurred and been continuing under the terms of the Loan Documents by virtue of your failure to repay the following amounts on the due dates set forth below:



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Item	Amount Due	Due Date
Accrued Interest through September 30, 2019	\$605,143.95	September 30, 2019
Facility A Facility B Facility C		
Facility A Monthly Payments January -December 2019	\$11,600,000	\$966,666.67 due each month of 2019
Replacement Facility C	\$15,000,000	December 31, 2018
Facility A	\$10,900,000	December 31, 2018
Modification Fee (Second Amendment to Loan Agreement)	\$875,000	December 31, 2018
Total	\$38,980,143.95	

As of **September 30, 2019**, the total amount due with respect to the Loan was \$178,359,847.87. During the pendency of this Event of Default, Danske has the right under the Loan Documents to proceed with any or all of its remedies under the Loan Documents or otherwise available under applicable law (collectively, “**Danske’s Remedies**”).

In addition to the amounts of principal, interest, Modification Fee, and servicing fees now due and owing, as set forth in the table above, Borrower is obligated to pay or reimburse all of Danske’s costs of collection, including reasonable attorneys’ fees and disbursements, plus late fees; and the Loan shall bear interest at the Default Rate from the date of default until all amounts due and owing are paid in full. By reason of the maturity of the Event of Default, Danske has no obligation to advance or disburse any additional Loan proceeds.

Danske reserves and does not waive any of its rights or remedies under the Loan Documents, at applicable law or in equity. Nothing contained herein and no negotiations or discussions between Borrower and Danske shall constitute a waiver of any rights of Danske in connection with the Loan or under the Loan Documents. Any and all discussions or negotiations between Danske and Borrower concerning possible modifications of the Loan, or other agreements of any nature whatsoever relating to the Loan, Loan Documents, or the Project shall not be binding on Danske, and no agreement or understanding with respect to such possible modifications or other agreements shall constitute a legally binding agreement by or among one



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or more of any such parties, until reduced to written documentation which is signed by all necessary parties. Danske is not obligated to reach any such modifications or other agreements.

Notwithstanding commencement or continuation of discussions or negotiations, the acceptance of payments, or the postponement or delay in taking action or exercising rights or remedies, Danske has not and does not waive the existence of any defaults which may exist under the Loan Documents. No negotiations, making or acceptance of payments, delay in making demand or enforcing rights or remedies, or other action or inaction undertaken pursuant to this letter or under the Loan Documents shall constitute a waiver of Danske's rights at law or under the Loan Documents unless specifically stated in a written agreement signed by Danske.

Please be advised that any payments received by Danske after the date hereof for less than the full amount outstanding under the Loan shall not be construed as Danske's agreement to accept a lesser amount as payment in full of amounts due under the Loan Documents nor shall it be construed as a modification to any terms of the Loan. Danske reserves and does not waive any of its rights or remedies under the Loan Documents, at applicable law or in equity, and may, at its election, apply any such amounts received to amounts due under the Loan Documents (including, but not limited to, default interest, late charges and other similar amounts).

Notwithstanding such forbearance or the commencement or continuation of discussions or negotiations, the acceptance of payments, or the postponement or delay in taking action or exercising rights or remedies, Danske has not and does not waive the existence of the Event of Default referred to above or waive the existence of any other defaults which may exist. All amounts now or hereafter due and owing under the Loan Documents, including (without limitation) late fees and default interest, shall remain obligations of Borrower and other obligated parties during the forbearance period. All costs and expenses incurred by Danske relating to the default and enforcement of its rights (including without limitation attorneys' fees and expenses) shall constitute additional secured obligations of Borrower.

It is Danske's intention to comply strictly with all bankruptcy laws. According to Danske's files, there is no formal notice or other indication of any pending bankruptcy proceedings affecting any real or personal property securing the Loan or any person or entity obligated to pay the Loan. If any recipient of this letter is a debtor in a bankruptcy proceeding subject to the provisions of the United States Bankruptcy Code, this letter is not intended as an act to collect, assess or recover a claim against a debtor in bankruptcy, nor is it intended to violate any provision of the Bankruptcy Code. Please advise us immediately if any such bankruptcy proceedings are pending.



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Initially capitalized terms used herein and not otherwise defined shall have the meaning ascribed to them in the Loan Documents.

Your prompt attention to this matter is appreciated. Should you have any questions regarding this matter, please contact me. I can be reached directly at (410) 244-7495 or via email at ksweiner@venable.com.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Kelly Shubic Weiner".

Kelly Shubic Weiner

cc: Baker & Hostetler LLP (*by email*)
(Attention: Laurence Markowitz, Esquire)
Kenneth A. Jowdy, individually as Guarantor (*by email*)
W. C. Asset Management (*by email*)
(Attention: William R. Dewey IV)
Diamante Cabo San Lucas LLC, as Borrower Party
Diamante Properties, LLC, as Borrower Party
KAJ Holdings LLC, as Borrower Party
Diamante Life S. DE R.L. DE C.V., as Borrower Party
Diamante Club, LLC, as Borrower Party
Diamante CSL, LLC, as Borrower Party
Mr. David Daniel (*by email*)
Mr. Jovan Atkinson (*by email*)

EXHIBIT A

Loan Documents

1. Third Amended and Restated Loan Agreement by and between Borrower, Borrower Parties, and Lender.
2. First Amendment to Third Amended and Restated Loan Agreement by and between Borrower, Borrower Parties, and Lender.
3. Second Amendment to Third Amended and Restated Loan Agreement by and between Borrower, Borrower Parties, and Lender.
4. Consolidated, Amended and Restated Promissory Note (Replacement Note C) - \$15,000,000.00
5. Acknowledgement of Debt (Mexico Law)
6. Acknowledgement of Change of Trustee (Mexico Law)
7. Reaffirmation of Completion Guaranty by Jowdy
8. Reaffirmation of Recourse Guaranty by Jowdy
9. Reaffirmation of Payment Guaranty by Diamante Member, Diamante Properties and KAJ
10. Reaffirmation of Pledge Agreement by Jowdy (Membership Interests in Diamante Member)
11. Reaffirmation of Pledge Agreement by Diamante Properties and KAJ (Membership Interests in Diamante Member)
12. Reaffirmation of Environmental Indemnity Agreement by Borrower and Jowdy
13. Reaffirmation of Omnibus Assignment by Borrower
14. Reaffirmation of Pledge and Security Agreement by PF Ventures, LLC (Membership Interests in Diamante Member)
15. Reaffirmation of Payment Guaranty by Diamante Club, LLC, Jowdy, and Diamante Member
16. Reaffirmation of Pledge and Security Agreement by Jowdy and Diamante Member (Membership Interests in Diamante Club, LLC)

17. Reaffirmation of Payment Guaranty by Diamante CSL, LLC, Jowdy, and Diamante Member
18. Reaffirmation of Pledge and Security Agreement by Jowdy and Diamante Member (Membership Interests in Diamante CSL, LLC)
19. Reaffirmation of Pledge and Security Agreement by Borrower (Accounts - U.S.)
20. Legacy Subordination Agreement by Legacy
21. Diamante Club Subordination Agreement by Club
22. Mandate Agreement for Santander Account
23. Agreement dated September 8, 2018 by Legacy Cabo LLC and Danske